

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Renewal and modify the Interlocal Agreement for the disposal of large animals with Citrus County, (Staff recommends approval).

REQUESTED ACTION: **BOCC Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** 8/9/2011

☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Citrus County Landfill

Effective Date: 1/13/2009

Termination Date: 9/30/2011

Managing Division / Dept: Sumter County Public Works/Operations

BUDGET IMPACT: As needed. \$60.00 per ton.

☒ Annual

FUNDING SOURCE: Transportation Trust Fund

☐ Capital

EXPENDITURE ACCOUNT: 103-340-541-3440

☐ N/A

HISTORY/FACTS/ISSUES:

Sumter County Public Works Division entered into an Interlocal agreement with Citrus County for the disposal of large animals at the Class 1 Sanitary Landfill Facility, located at 230 West Gulf to Lake Highway, Lecanto, Florida 34461. The contract period began January 13, 2009 and ended September 30, 2010.

Sumter County Public Works has exercised the option in paragraph 3 of this Interlocal Agreement, and extended this agreement for one year from October 1, 2010 through September 30, 2011.

Sumter County Public Works would like to renew the existing Interlocal Agreement with Citrus County with the following modification:

WHEREAS, the parties wish to modify the Agreement effective October 1, 2011 to automatically be extended for subsequent periods of one year at the Board of County Commissioners annually approved commercial self-haul disposal fee, unless either party provides a thirty (30) day written notification of its intent to terminate.

Sumter County Public Works has utilized this facility several times over the last year on an "as needed" basis to dispose of large animals.

See attached agreement.

**MODIFICATION AND RENEWAL TO THE INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE
BETWEEN
CITRUS COUNTY, FLORIDA
AND
SUMTER COUNTY, FLORIDA**

This Modification and Renewal to the Interlocal Agreement made and entered into by and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to as "Citrus County" and Sumter County, a political subdivision of the State of Florida, hereinafter referred to as "Sumter County", and shall serve to modify and renew that certain Interlocal Agreement between the above-referenced parties dated January 13, 2009 and subsequent renewals,

WHEREAS, the existing Agreement between the Citrus County and Sumter County secures Solid Waste Disposal rates for disposal of dead animals at the Citrus County Central Landfill, Lecanto, Florida through September 30, 2011, and

WHEREAS, the Agreement may be renewed for a one-year period by mutual written consent of the parties, and

WHEREAS, the parties wish to modify the Agreement effective October 1, 2011 to automatically be extended for subsequent periods of one year at the Board of County Commissioners annually approved commercial self-haul disposal fee, unless either party provides a thirty (30) written notification of its intent to terminate.

NOW THEREFORE in consideration of the mutual covenants herein contained the parties agree as follows:

1. The above presented whereas clauses are true, correct, and incorporated herein by reference.
2. That Section 3 of the above referenced Interlocal Agreement shall be amended to read as follows, "the term of this Agreement shall be from the date of execution until September 30, 2012. This Agreement shall automatically renew upon the same terms and conditions unless either party provides 30 days written notification of its intent to terminate to the nonterminating party."
3. In all other respects terms, conditions, and obligations of the Interlocal Agreement are hereby ratified and confirmed.

IN WITNESS HEREOF, the parties hereto have executed this Modification and Renewal to the Interlocal Renewal Agreement on this _____ day of _____
_____ 2011.

ATTEST:

SUMTER COUNTY, a political
subdivision of the State of Florida

BY: _____
Name: Glorida Haywood
Title: Clerk

BY: _____
Name: Don Burgess
Title: Chairman, Sumter County
Board of County Commissioners

Approved as to Form
and correctness:

Name: George Angeliadio
Title: County Attorney

ATTEST:

CITRUS COUNTY, a political
subdivision of the State of Florida

Betty Strifler, Clerk

BY: _____
Name: Dennis Damato
Title: Chairman, Citrus County
Board of County Commissioners

Approved as to form
and correctness:

Richard Wm. Wesch
County Attorney

**INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE**

This Interlocal Agreement for the disposal of Solid Waste is hereby made and entered into this 13th day of January, 2009, by and between SUMTER COUNTY, a political subdivision of the State of Florida, whose mailing address is: 910 N. MAIN ST., BUSHNELL, FL 33513, hereinafter referred to as "Sumter County" and CITRUS COUNTY, a political subdivision of the State of Florida, whose mailing address is 110 Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "Citrus County".

WITNESSETH:

WHEREAS, Sumter County is engaged in the business of Solid Waste Management within its boundaries, and

WHEREAS, Citrus County operates a Class I Sanitary Landfill Facility located at 230 West Gulf to Lake Highway, Lecanto, Florida 34461, and

WHEREAS, Sumter County desires to utilize said Landfill on an "as needed" basis and establish a per ton rate with the County for the use of said Landfill for the disposal of dead animals, and

WHEREAS, Citrus County has no objection to allowing Sumter County to utilize said Landfill at the per ton rate of \$60.00 for the said animals.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. Citrus County does hereby allow dead animal disposal by Sumter County to be disposed of at the County's Class I Sanitary Landfill Facility described above at a rate of Sixty Dollars (\$60.00) per ton; said weight to be measured at the County's scales located at the Landfill facility.
3. The term of this Agreement shall be from date of execution until September 30, 2009. The Agreement may be renewed for a one-year period by mutual written consent of the parties. Any such renewal must be completed in at least sixty (60) days prior to contract expiration.

Interlocal Agreement-2

4. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida. In any litigation between the parties hereto involving the validity, interpretation, or enforcement of this agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in trial and appellate proceedings.

5. Citrus County agrees that its solid waste facility shall be open from 6:30 A.M. until 4:30 P.M., Monday through Friday and from 6:30 A.M. until 2:30 P.M. each Saturday except for County holidays, which are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Saturday hours will be observed on the following days: Martin Luther King Day, Good Friday, Veteran's Day, the day after Thanksgiving and the day before or after Christmas (depending upon County holiday observance).

6. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

7. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties by transfer or merger.

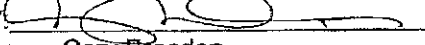
8. This Agreement includes the entire understanding of the parties and may only be modified by written amendment executed by both parties hereto.


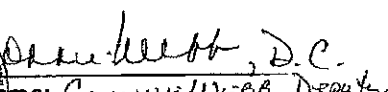
Interlocal Agreement-3

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

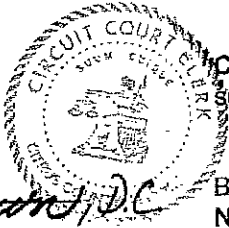


SUMTER COUNTY, a political
subdivision of the State of Florida

ATTEST:

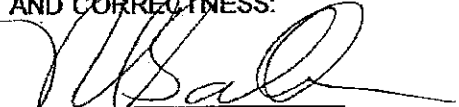
BY: 
Name: Gary Breedon
Title: Chairman, Sumter County
Board of County Commissioners

 
Name: Connie Webb, Deputy
Title: Clerk

ATTEST:

 
BY: 
Name: John Thumston
Title: Chairman, Citrus County
Board of County Commissioners

APPROVED AS TO FORM
AND CORRECTNESS:


Robert B. Battista
County Attorney

APPROVED AS TO FORM
AND CORRECTNESS:


Name: 
Title: County Attorney